

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we **Avery Landscaping & Associates, LLC**
(Here insert full name and address or legal title of Contractor)
100 Arrow Drive, Hamilton, AL 35570

as Principal, hereinafter called the Principal, and **Atlantic Specialty Insurance Company**
(Here insert full name and address or legal title of Surety)
605 Highway 169 North, Suite 800, Plymouth, MN 55441

a corporation duly organized under the laws of the State of **New York**

as Surety, hereinafter called the Surety, are held and firmly bound unto **City of Foley, 407 E. Laurel Avenue, Foley, AL 36536**
(Here insert full name and address or legal title of Owner)

as Obligee, hereinafter called the Obligee, in the sum of **Five PerCent of Amount Bid-----**Dollars
(\$ **--5% of Amount Bid--**), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for **Foley Pride Pocket Park – Project No. ENGR-042622B**
(Here insert full name, address and description of project)

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this **26th** day of **April** **2022.**


(Witness)

Avery Landscaping & Associates, LLC
(Principal) (Seal)

(Title)


(Witness)

Atlantic Specialty Insurance Company
(Surety)

(Title)

Mike Gardner, Attorney-in-Fact





Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Mike Gardner, Cyra B. Peterson**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.

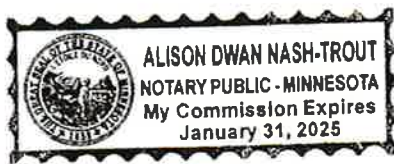


By

Paul J. Brehm, Senior Vice President

STATE OF MINNESOTA
HENNEPIN COUNTY

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 26th day of April, 2022



This Power of Attorney expires
January 31, 2025

Kara Barrow, Secretary

CHIP GRIZZLE
Chairman
BIRMINGHAM

MARC DEMPSEY
Vice Chairman
FLORENCE

MIKE TEW
Secretary-Treasurer
MOBILE

KEITH ANDREWS
Member
TUSCALOOSA

AL STANLEY
Member
HUNTSVILLE



ALABAMA LICENSING BOARD FOR GENERAL CONTRACTORS
(www.genconbd.alabama.gov)

TIFFANY LOVELESS
EXECUTIVE DIRECTOR

445 DEXTER AVENUE, SUITE 3060
MONTGOMERY, ALABAMA 36040

TELEPHONE NO. 334-272-5030
FAX NO. 334-395-5336

March 16, 2022

Avery Landscaping & Assoc. LLC
PO Box 746
Hamilton, AL 35570

RE: LICENSE # 56606

Dear Sir:

The Board approved your classification amendment request. Your classifications now read as follows:

MU-S: CONCRETE
MU-S: DRAINAGE AND CULVERT
MU-S: PAVING AND ASPHALT
MU-S: PEDESTRIAN BRIDGE
SC: LANDSCAPING

This amendment became effective March 16, 2022, and is not retroactive. Please attach this letter to your 2021 license certificate.

Sincerely,

Kristi Whynott
Licensing Administrator

STATE OF ALABAMA

BID LIMIT: U
AMOUNT: UNLIMITED



LICENSE NO.: 56606
TYPE: RENEWAL

State Licensing Board for General Contractors

THIS IS TO CERTIFY THAT

AVERY LANDSCAPING & ASSOC. LLC

HAMILTON, AL 35570

is hereby licensed a General Contractor in the State of Alabama and is authorized to perform the following type(s) of work:

MU-S: CONCRETE, SC: LANDSCAPING

until **December 31, 2022** when this Certificate expires.

Witness our hands and seal of the Board, dated Montgomery, Ala.,

3rd day of January, 2022

180830

Michael B. Tew

SECRETARY-TREASURER

Charles A. Carter, Jr.

CHAIRMAN

PROPOSAL FORM

To: CITY OF FOLEY Date: 4/25/2022
(Awarding Authority)

In compliance with the Advertisement for Bids and subject to all the conditions thereof, the undersigned
EVERY LANDSCAPING & ASSOCIATES LLC

(Legal Name of Bidder)

hereby proposes to furnish all labor and materials and perform all work required for the construction of
WORK FOLEY DT IMPROVMENTS 2022

in accordance with Drawings and Specifications, dated 4/05/2022, prepared by
WAS DESIGN, LANDSCAPE ARCHITECTS, Architect/Engineer.

The Bidder, which is organized and existing under the laws of the State of ALABAMA,
having its principal offices in the City of HAMILTON,
is: ☐ a Corporation ☐ a Partnership ☐ an Individual ☒ (other) LLC

LISTING OF PARTNERS OR OFFICERS: If Bidder is a Partnership, list all partners and their
addresses; if Bidder is a Corporation, list the names, titles, and business addresses of its officers:
HEATH AVERY

BIDDER'S REPRESENTATION: The Bidder declares that it has examined the site of the Work,
having become fully informed regarding all pertinent conditions, and that it has examined the Drawings
and Specifications (including all Addenda received) for the Work and the other Bid and Contract
Documents relative thereto, and that it has satisfied itself relative to the Work to be performed.

ADDENDA: The Bidder acknowledges receipt of Addenda Nos. 1 through 2 inclusively.

BASE BID: For construction complete as shown and specified, the sum of SIX HUNDRED TWENTY ONE
THREE HUNDRED SIXTY DOLLARS AND 05 CENTS Dollars (\$ 621360.05)

ALTERNATES: If alternates as set forth in the Bid Documents are accepted, the following adjustments
are to be made to the Base Bid:

For Alternate No. 1 (.....) ☐ (add) ☐ (deduct) \$
(Insert key word for Alternate)

For Alternate No. 2 (.....) ☐ (add) ☐ (deduct) \$

For Alternate No. 3 (.....) ☐ (add) ☐ (deduct) \$

For Alternate No. 4 (.....) ☐ (add) ☐ (deduct) \$

For Alternate No. 5 (.....) ☐ (add) ☐ (deduct) \$

For Alternate No. 6 (.....) ☐ (add) ☐ (deduct) \$

BID SECURITY: The undersigned agrees to enter into a Construction Contract and furnish the prescribed Performance and Payment Bonds and evidence of insurance within fifteen calendar days, or such other period stated in the Bid Documents, after the contract forms have been presented for signature, provided such presentation is made within 30 calendar days after the opening of bids, or such other period stated in the Bid Documents. As security for this condition, the undersigned further agrees that the funds represented by the Bid Bond (or cashier's check) attached hereto may be called and paid into the account of the Awarding Authority as liquidated damages for failure to so comply.

Attached hereto is a: (Mark the appropriate box and provide the applicable information.)

- ☒ Bid Bond, executed by ATLANTIC SPECIALTY INSURANCE COMPANY as Surety,
☐ a cashier's check on the _____ Bank of _____,
for the sum of _____
Dollars (\$ _____) made payable to the Awarding Authority.

BIDDER'S ALABAMA LICENSE:

State License for General Contracting: 56606

UNLIMITED

CONCRETE, LANDSCAPING,
DRAINAGE AND CULVERT

License Number

Bid Limit

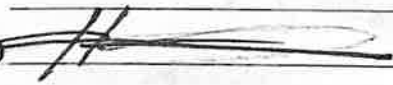
Type(s) of Work

CERTIFICATIONS: The undersigned certifies that he or she is authorized to execute contracts on behalf of the Bidder as legally named, that this proposal is submitted in good faith without fraud or collusion with any other bidder, that the information indicated in this document is true and complete, and that the bid is made in full accord with State law. Notice of acceptance may be sent to the undersigned at the address set forth below.

The Bidder also declares that a list of all proposed major subcontractors and suppliers will be submitted at a time subsequent to the receipt of bids as established by the Architect in the Bid Documents but in no event shall this time exceed twenty-four (24) hours after receipt of bids.

Legal Name of Bidder AVERY LANDSCAPING & ASSOICATES LLC

Mailing Address P.O. BOX 746

*** By (Legal Signature)** 

*** Name & Title (print)** HEATH AVERY (PRESIDENT)

(Seal)

Telephone Number 2054685026

Email Address heathavery@gmail.com

* If other than the individual proprietor, or an above named member of the Partnership, or the above named president, vice-president, or secretary of the Corporation, attach written authority to bind the Bidder. Any modification to a bid shall be over the initials of the person signing the bid, or of an authorized representative.

Note: A completed DCM Form C-3A: Accounting of Sales Tax must be submitted with DCM Form C-3: Proposal Form. Submission of DCM Form C-3A is required, it is not optional. A proposal shall be rendered non-responsive if an Accounting of Sales Tax is not provided.

ACCOUNTING OF SALES TAX

Attachment to ABC Form C-3

Proposal Form

To: City of Foley (Awarding Authority) Date: 4/25/2022

NAME OF PROJECT Foley DT Improvements 2022

SALES TAX ACCOUNTING

Pursuant to Act 2013-205, Section 1(g) the Contractor accounts for the sales tax NOT included in the bid proposal form as follows:

ESTIMATED SALES TAX AMOUNT

BASE BID:

\$ 55922.40

Alternate No. 1 (.....) (add)(deduct) \$ _____
(Insert key word for Alternate)

Alternate No. 2 (.....) (add)(deduct) \$ _____

Alternate No. 3 (.....) (add)(deduct) \$ _____

Alternate No. 4 (.....) (add)(deduct) \$ _____

Alternate No. 5 (.....) (add)(deduct) \$ _____

Alternate No. 6 (.....) (add)(deduct) \$ _____

Failure to provide an accounting of sales tax shall render the bid non-responsive. Other than determining responsiveness, sales tax accounting shall not affect the bid pricing nor be considered in the determination of the lowest responsible and responsive bidder.

Legal Name of Bidder AVERY LANDSCAPING & ASSOCIATES LLC

Mailing Address P.O. BOX 746

* By (Legal Signature) [Signature]

* Name (type or print) HEATH AVERY

(Seal)

* Title PRESIDENT

Telephone Number 205 468 5026

**SECTION 000102
PROJECT INFORMATION**

PART 1 GENERAL

1.01 PROJECT IDENTIFICATION

- A. Project Name: Foley DT 2022, located at:
Heritage Park Area.
Foley, Alabama 36536.
- B. The Owner, hereinafter referred to as Owner: City of Foley
- C. Owner's Representative: Jeff Phillips.
 - 1. Department: Engineering.
 - 2. Address: 200 W. Laurel Avenue, Suite 225
 - 3. City, State, Zip: Foley, AL 36536.
 - 4. Phone/Fax: 251-970-1104.
 - 5. E-mail: jphillips@cityoffoley.org

1.02 NOTICE TO PROSPECTIVE BIDDERS

- A. These documents constitute an Invitation to Bid to and request for qualifications from General Contractors for the construction of the project described below.
- B. Notice Date: 04-08-2022.

1.03 PROJECT DESCRIPTION

- A. Summary Project Description: The project involves the renovation of the area around the fountain in Foley Park, which is adjacent to the Bell Tower in Heritage Park; as well as a parking-to-park project for an area in the block south of the Rose Trail in Heritage Park, between the Post Office and the line of buildings in the 100 block of S. McKenzie Street..
- B. Contract Scope: For the two project areas, the scope will include demolition, renovation, and facility operations during occupancy.
- C. Contract Terms: Lump sum (fixed price, stipulated sum) with supporting unit prices.
- D. The currently utilized premises at the project site are open for examination by bidders during daylight hours.

1.04 PROJECT CONSULTANTS

- A. The Prime Consultant, hereinafter referred to as Landscape Architect (or LA): WAS Design, Inc. .
- B. Landscape Architect's Representative: Dan Majors, Project Manager.
 - 1. Address: 218 N. Alston St.
 - 2. City, State, Zip: Foley, Alabama 36535
 - 3. Phone/Fax: 251-948-7181.
 - 4. E-mail: dmajors@was-design.com

1.05 PROCUREMENT TIMETABLE

- A. Bid package available: 04-08-2022 .
- B. Mandatory Pre-Bid Meeting: 04-19-2022 at 10 AM local time.
 - 1. Location: City of Foley.
 - 2. Address: 407 E. Laurel Avenue.
 - 3. City, State, Zip: Foley, AL 36536.
- C. Last Request for Substitution Due: 7 days prior to due date of bids.
- D. Last Request for Information Due: 3 days prior to due date of bids.
- E. Bid Due Date: 04-26-2022 , before 2 PM local time.
 - 1. Location: City of Foley.
 - 2. Attn: Purchasing Agent.

- 3. Address: 407 E. Laurel Avenue.
- 4. City, State, Zip: Foley, AL 36536.
- F. Bid Opening: Same time as bid due deadline..
- G. Notice to Proceed: Within 7 days after due date.
- H. Bids May Not Be Withdrawn Until: 30 days after due date.
- I. Contract Time: To be stated in bid documents.
- J. Desired Construction Start: Not later than 7 calendar days after Notice to Proceed.
- K. Required Substantial Completion Date: Not later than 120 calendar days from Notice to Proceed.
- L. Required Final Completion Date: Not later than 135 calendar days from Notice to Proceed.
- M. Completion date is critical due to requirements of Owner's operations. Liquidated damages for non-completion of the work within the time limit agreed upon will be assessed in the amount of Two Hundred and Fifty Dollars (\$250.00) for each day that the work remains uncompleted. This sum will be deducted from the compensation otherwise to be paid to the Contractor. If a working day is lost due to inclement weather or other unforeseen event, the Contractor shall submit this information on a weekly basis to the project manager for consideration.
- N. The Owner reserves the right to change the schedule or terminate the entire procurement process at any time.

1.06 PROCUREMENT DOCUMENTS

- A. Availability of Documents: Complete sets of procurement documents may be obtained:
 - 1. From the project Landscape Architect via email request to the Project Manager's address listed above.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

**SECTION 000103
PROJECT DIRECTORY**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Identification of project team members and their contact information.

1.02 OWNER:

- A. Name: City of Foley.
 - 1. Address Line 1: 200 W. Laurel Avenue, Suite 225
 - 2. City: Foley
 - 3. State: AL
 - 4. Zip Code: 36536
 - 5. Telephone: 251-970-1104
- B. Primary Contact: All correspondence from the Contractor to the Landscape Architect will be direct, with copies to this party, unless alternate arrangements are mutually agreed upon at preconstruction meeting.
 - 1. Title: Construction Project Manager.
 - 2. Name: Jeff Phillips.
 - 3. Email: jphillips@cityoffoley.org.

1.03 CONSULTANTS:

- A. Landscape Architect: Design Professional of Record. All correspondence from the Contractor regarding construction documents authored by Landscape Architect's consultants will be through this party, unless alternate arrangements are mutually agreed upon at preconstruction meeting.
 - 1. Company Name: WAS Design, Inc.
 - a. Address Line 1: 218 N. Alston St.
 - b. City: Foley
 - c. State: Alabama
 - d. Zip Code: 36535
 - e. Telephone: 251.948.7181
 - 2. Primary Contact: Dan Majors.
 - a. Title: Project Manager.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 000107
SEALS PAGE



END OF SECTION

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- I. 004301 - Bid Form Supplements Cover Sheet
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- E. 013000 - Administrative Requirements
- F. 013216 - Construction Progress Schedule
- G. 014000 - Quality Requirements
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- I. 014216 - Definitions
- J. 014219 - Reference Standards
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- L. 016000 - Product Requirements
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LM100 - OVERALL MASTER PLAN
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LP100.T - TRAIL AREA LANDSCAPE PLANTING PLAN
LI100.T - TRAIL AREA LANDSCAPE IRRIGATION PLAN
LI500.T - TRAIL AREA LANDSCAPE IRRIGATION DETAILS
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END OF SECTION

**SECTION 004000
PROCUREMENT FORMS AND SUPPLEMENTS**

PART 1 GENERAL

**1.01 CONTRACTOR IS RESPONSIBLE FOR OBTAINING A VALID LICENSE TO USE ALL
COPYRIGHTED DOCUMENTS SPECIFIED BUT NOT INCLUDED IN THE PROJECT MANUAL.**

1.02 FORMS

- A. Use the following forms for the specified purposes unless otherwise indicated elsewhere in the procurement requirements.
- B. Instructions to Bidders: AIA A701.
- C. Substitution Request Form (During Procurement): CSI/CSC Form 1.5C - Substitution Request (During the Bidding/Negotiating Stage).
- D. Bid Form: Section 004100 - Bid Form.
- E. Procurement Form Supplements:
 - 1. Bid Security Form: AIA A310.
 - 2. Substitution Request Form (for substitutions requested with bid): CSI/CSC Form 1.5C - Substitution Request (During the Bidding/Negotiating Stage).
- F. Representations and Certifications:
 - 1. Bidder's Qualifications: in format that matches AIA A305.

1.03 REFERENCE STANDARDS

- A. AIA A305 - Contractor's Qualification Statement 2020.
- B. AIA A310 - Bid Bond 2010.
- C. AIA A701 - Instructions to Bidders 2018.
- D. CSI/CSC Form 1.5C - Substitution Request (During the Bidding/Negotiating Stage) Current Edition.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 004100
BID FORM

THE PROJECT AND THE PARTIES

1.01 TO:

- A. City of Foley (Owner)

1.02 FOR:

- A. Project: Foley DT 2022
B. Owner's Project Number: ENGR-042622A
Heritage Park Area
Foley, Alabama 36536

1.03 DATE: 4/26/2022 (BIDDER TO ENTER DATE)

1.04 SUBMITTED BY: (BIDDER TO ENTER NAME AND ADDRESS)

- A. Bidder's Full Name Avery Landscape & Associates, LLC
1. Address P.O. Box 746
2. City, State, Zip Hamilton, Alabama 35570

1.05 OFFER

- A. Sales Tax Exemption.
1. This project qualifies as a tax exempt project pursuant to "Sales and Use Tax Division Administrative Rule 810-6-3.77". Tax shall not be included in the bid price but shall be noted separately on ABC Form C-3A which are included in the bid packet.
- B. Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Bid Documents prepared by WAS Design, Inc. for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of:
- C. Six hundred thousand twenty one thousand three hundred and sixty dollars and five cents
(\$ 621,360.05), in lawful money of the United States of America.
- D. We have included the required security Bid Bond as required by the Instruction to Bidders.
- E. We have included the required performance assurance bonds in the Bid Amount as required by the Instructions to Bidders.
1. The cost of the required performance assurance bonds is 5% of amt bid dollars
(\$ 5%), in lawful money of the United States of America.
- F. All applicable federal taxes are included and State of Alabama taxes are included in the Bid Sum.

1.06 ACCEPTANCE

- A. This offer shall be open to acceptance and is irrevocable for thirty days from the bid closing date.
- B. If this bid is accepted by Owner within the time period stated above, we will:
1. Execute the Agreement within seven days of receipt of Notice of Award.
2. Furnish the required bonds within seven days of receipt of Notice of Award.
3. Commence work within seven days after written Notice to Proceed of this bid.
- C. If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bond(s), the security deposit shall be forfeited as damages to Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.

1.07 CONTRACT TIME

- A. If this Bid is accepted, we will:

- B. Complete the Work in _____ calendar weeks from Notice to Proceed.
(Bidder to enter number of weeks.)

1.08 UNIT PRICES

- A. Unit prices for the project are included as an attachment to this Bid Form.

1.09 CHANGES TO THE WORK

- A. When Landscape Architect establishes that the method of valuation for Changes in the Work will be net cost plus a percentage fee in accordance with General Conditions, our percentage fee will be:
1. _____ percent overhead and profit on the net cost of our own Work;
 2. _____ percent on the cost of work done by any Subcontractor.
- B. On work deleted from the Contract, our credit to Owner shall be Architect-approved net cost plus _____ of the overhead and profit percentage noted above.

1.10 ADDENDA

- A. The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.
1. Addendum # _____ Dated _____.
 2. Addendum # _____ Dated _____.

1.11 BID FORM SIGNATURE(S)

- A. Avery Landscape and Associates, LLC
- B. (Bidder print the full name of your firm)
- C. was hereunto affixed in the presence of:
- D. Heath Avery JA, Owner
- E. (Authorized signing officer, Title)

1.12 IF THE BID IS A JOINT VENTURE OR PARTNERSHIP, ADD ADDITIONAL FORMS OF EXECUTION FOR EACH MEMBER OF THE JOINT VENTURE IN THE APPROPRIATE FORM OR FORMS AS ABOVE.

END OF SECTION

FOLEY DOWNTOWN IMPROVEMENTS 2022 FOUNTAIN AREA

SECTION 004322 UNIT PRICES FORM

Prepared by WAS Design, Inc.

4/8/2022



MOBILIZATION				
CODE	DESCRIPTION	UNIT	UNIT COST	TOTAL
	MOBILIZATION	LS	\$ 8,000.00	\$ 8,000.00

MOBILIZATION SUB-TOTAL \$ 8,000.00

DEMOLITION					
CODE	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL
D-101	REMOVE EXISTING VEGETATION, SOD, AND DEBRIS. DISPOSE OF MATERIALS APPROPRIATELY	4,508	SF	TO BE COMPLETED BY CITY	
D-108	REMOVE EXISTING TREE, DISPOSE OF MATERIALS APPROPRIATELY. REMOVE & GRIND STUMP.	4	EA	TO BE COMPLETED BY CITY	
D-115	REMOVE EXISTING PAVERS & BASE MATERIAL. DISPOSE OF BASE MATERIALS APPROPRIATELY. PAVERS TO BE REMOVED & TRANSPORTED TO THE PUBLIC WORKS YARD LOCATED @ 120 E. ORCHARD AVE. FOLEY AL. 36535	2,098	SF	TO BE COMPLETED BY CITY	
D-118	REMOVE EXISTING LIGHT POLES. LIGHT POLES TO BE STORED & REUSED BY CITY AS APPLICABLE. REMOVE EXISTING WIRING TO PRJ. LIMITS AND CAP PER SPECS.	2	EA	TO BE COMPLETED BY CITY	
D-120	REMOVE EXISTING BENCH, COORDINATE STORAGE W/ CITY STAFF FOR FUTURE REUSE.	1	EA	TO BE COMPLETED BY CITY	
D-121	REMOVE EXISTING MEMORIAL PLAQUE. DETACH FROM CONCRETE STAND WITHOUT DAMAGE AND PROTECT. COORDINATE HANDOVER OF PLAQUE WITH CITY STAFF. CITY TO RETURN PLAQUE TO THE FOLEY FAMILY. PROTECT DURING DEMO & TRANSPORTATION. DISPOSE OF BASE MATERIALS APPROPRIATELY.	1	EA	TO BE COMPLETED BY CITY	
D-113	REMOVE EXISTING FOUNTAIN. CENTERPIECE TIER SECTION TO BE REMOVED WITHOUT DAMAGE, PROTECTED, & STORED FOR REUSE IN NEW FOUNTAIN. TIER LIGHTS TO BE SALVAGED WITHOUT DAMAGE, PROTECTED, AND REUSED AS APPLICABLE. REMOVE FOUNTAIN BASIN, FOOTING, CURB, EQUIPMENT, & ELECTRICAL. DISPOSE OF MATERIALS APPROPRIATELY. REMOVE EXISTING ELECTRICAL WIRING TO PROJECT LIMITS AND CAP PER SPECS. FOUNTAIN CENTERPIECE AND LIGHTS TO BE STORED AT THE PARKS DEPT. YARD LOCATED AT THE CORNER OF VIOLET AVE. AND CYPRESS ST. FOR FUTURE REUSE DURING PROJECT INSTALLATION.	1	EA	\$ 10,000.00	\$ 10,000.00
D-114	REMOVE EXISTING CONCRETE BANDING AND BASE MATERIAL, SAW CUT AT EDGE WHERE NEEDED TO ENSURE CLEAN TRANSITION. DISPOSE OF MATERIALS APPROPRIATELY.	771	LF	\$ 10.00	\$ 7,710.00
D-116	REMOVE EXISTING WALL & BASE MATERIAL, DISPOSE OF MATERIALS APPROPRIATELY	139	LF	\$ 20.00	\$ 2,780.00
D-117	REMOVE EXISTING COLUMNS & BASE MATERIAL. DISPOSE OF MATERIALS APPROPRIATELY	11	EA	\$ 300.00	\$ 3,300.00
D-119	REMOVE EXISTING TRASH RECEPTACLE, COORDINATE STORAGE W/ CITY STAFF FOR FUTURE REUSE.	3	EA	\$ 250.00	\$ 750.00
D-122	REMOVE EXISTING DRAIN & CONCRETE. SAWCUT AT EDGE TO ENSURE CLEAN TRANSITION. DISPOSE OF MATERIALS APPROPRIATELY	13	SF	\$ 20.00	\$ 260.00

DEMOLITION SUB-TOTAL \$ 24,800.00

EARTHWORK					
CODE	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL
	GRADING & DRAINAGE	1	LS	\$6,500.00	\$6,500.00

EARTHWORK SUB-TOTAL \$6,500.00

HARDSCAPE

01 GENERAL					
CODE	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL
01-02	VAULT, FOUNTAIN EQUIPMENT, BY OTHERS	1	EA	INCLUDED IN FTN PRICE	

04 MASONRY					
CODE	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL
04-01	SEAT WALL: BRICK VENEER W/ CAST STONE CAP	85	LF	\$ 150.00	\$12,750.00
04-02	COLUMN: BRICK VENEER W/ CAST STONE CAP	10	EA	\$ 2,500.00	\$25,000.00

13 SPECIAL CONSTRUCTION					
CODE	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL
13-01	MAIN FOUNTAIN	1	EA	\$51,300.00	\$51,300.00
13-02	FOUNTAIN MONUMENT PLAQUE	2	EA	\$1,500.00	\$3,000.00

32 EXTERIOR IMPROVEMENTS					
CODE	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL
32-01	UNIT PAVER FIELD, CLAY BRICK PAVERS ON FLEXIBLE BASE; RUNNING BOND PATTERN AS SHOWN	2,003	SF	\$ 10.00	\$ 20,030.00
32-02	UNIT PAVER FIELD, CLAY BRICK PAVER ON FLEXIBLE BASE; STACKED BOND PATTERN AS SHOWN	684	SF	\$ 10.00	\$ 6,840.00
32-03	PAVER BANDING, CLAY BRICK PAVERS ON FLEXIBLE BASE, SAILOR COURSE AT PERIMETER OF PAVER AREAS. MITER INTERSECTIONS AS SHOWN.	529	LF	\$ 45.00	\$ 23,805.00
32-08	GRAVEL, CRUSHED LIMESTONE, SIZE: UP TO 3/8"; COLOR GREY, DEPTH: 4"	301	SF	\$ 5.00	\$ 1,505.00
32-10	EDGING, 6" STEEL EDGING FOR GRAVEL EDGE; INSTALL PER MANUFACTURERS RECOMMENDATIONS	43	LF	\$ 8.00	\$ 344.00
32-13	CONCRETE, 3,500 PSI PEDESTRIAN CONCRETE PAVING	172	SF	\$ 8.00	\$ 1,376.00
32-14	RIBBON CURB, 12" WIDE, 3,500 PSI CONCRETE	30	LF	\$ 30.00	\$ 900.00
32-15	PAVER BANDING, CLAY BRICK PAVERS ON FLEXIBLE BASE, DOUBLE SAILOR BAND	80	LF	\$ 45.00	\$ 3,600.00
32-22	CONCRETE, BENCH UNDERSLAB	95	SF	\$ 12.00	\$ 1,140.00

33 UTILITIES					
CODE	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL
33-01	TRENCH DRAIN, DURA SLOPE TRENCH DRAIN BY NDS, COLOR: BLACK	42	LF	\$ 90.00	\$ 3,780.00
33-02	AREA DRAIN, 9" SQUARE LOW-PROFILE CATCH BASIN BY NDS, COLOR: BLACK	3	EA	\$ 400.00	\$ 1,200.00
33-02	AREA DRAIN, 6" ROUND BRASS GRATE BY NDS. PART NO. 918B.	1	EA	\$ 350.00	\$ 350.00

HARDSCAPE SUB-TOTAL \$156,820.00
HA

FURNITURE					
CODE	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL
S-101	BENCH, LAMPLIGHTER BENCH WITH BACK BY KEYSTONE RIDGE DESIGNS, MODEL #L26, COLOR: GLOSS BLACK. CAST ON NAME PLATE: CITY OF FOLEY. RE: SPEC SHEET ON LM501	3	EA	\$ 2,600.00	\$ 7,800.00
S-104	BIKE RACK, STREETSIDE 3-LOOP BIKE RACK WITH 5-BIKE CAPACITY, POWDER COATED FINISH AND SURFACE MOUNT, MODEL # LBR5PSURF BY ANOVA. COLOR: BLACK. C/W STAINLESS STEEL EXPANSION BOLTS	2	EA	\$ 1,100.00	\$ 2,200.00
S-105	EXISTING BENCH, CONTRACTOR TO INSTALL BENCH THAT EXISTS ON SITE & WAS STORED DURING CONSTRUCTION.	1	EA	\$ 2,500.00	\$ 250.00
S-106	EXISTING TRASH RECEPTACLE, CONTRACTOR TO INSTALL TRASH RECEPTACLE THAT EXISTS ON SITE & WAS STORED DURING CONSTRUCTION.	3	EA	\$ 1,800.00	\$ 5,400.00

FURNITURE SUB-TOTAL \$ 15,650.00

LANDSCAPE					
TREES & PALMS					
CODE	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL
LN	Lagerstroemia indica `Natchez` / `Natchez` Crape Myrtle	6	EA	\$ 400.00	\$ 2,400.00
SHRUBS					
CODE	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL
CG	Camellia sasanqua `Shishi Gashira` / Shishi Gashira Camellia	31	EA	\$ 30.00	\$ 930.00
GF	Gardenia jasminoides `Frostproof` / Frostproof Gardenia	52	EA	\$ 13.00	\$ 676.00
HL	Hydrangea paniculata `Limelight` / Limelight Hydrangea	35	EA	\$ 30.00	\$ 1,050.00
AC	Rhododendron / Autumn Chiffon Encore	44	EA	\$ 25.00	\$ 1,100.00
RO	Rosa `Radrazz` PP11836 / Knock Out Rose	37	EA	\$ 25.00	\$ 925.00
MG	Miscanthus sinensis `Adagio` / Adagio Maiden Grass	123	EA	\$ 16.00	\$ 1,968.00
GROUND COVERS					
CODE	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL
AB	Agapanthus africanus `Blue` / Blue Lily of the Nile	29	EA	\$ 10.00	\$ 290.00
DS	Dianella tasmanica `Variegata` / Variegated Flax Lily	23	EA	\$ 10.00	\$ 230.00
LP	Lantana montevidensis / Purple Trailing Lantana	66	EA	\$ 10.00	\$ 660.00
SC	Seasonal Color	224	EA	\$ 5.00	\$ 1,120.00
SOD					
CODE	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL
EO	Eremochloa ophiuroides / Centipedegrass	4144	SF	\$ 1.15	\$ 4765.60

LANDSCAPE SUB-TOTAL \$ 15,124.60

IRRIGATION				
DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL
IRRIGATION PIPING, EQUIPMENT & CONNECTION ALLOWANCE	1	LS	\$ 5800 ⁰⁰	\$ 5800 ⁰⁰
MANUFACTURER / MODEL	QTY	UNIT	UNIT COST	TOTAL
Rain Bird 1812-SAM-PRS 15 Strip Series	4	EA	\$ 110 ⁰⁰	\$ 440 ⁰⁰
Rain Bird 1812-SAM-PRS 10 Series MPR	18	EA	\$ 110 ⁰⁰	\$ 1980 ⁰⁰
Rain Bird 1812-SAM-PRS 12 Series MPR	20	EA	\$ 110 ⁰⁰	\$ 2200 ⁰⁰
Rain Bird 1812-SAM-PRS 15 Series MPR	25	EA	\$ 110 ⁰⁰	\$ 2750 ⁰⁰
MANUFACTURER / MODEL	QTY	UNIT	UNIT COST	TOTAL
Rain Bird 5006-SAM-R-MPR	14	EA	\$ 110 ⁰⁰	\$ 1540 ⁰⁰

IRRIGATION SUB-TOTAL \$ 14710⁰⁰

LIGHTING				
MANUFACTURER / MODEL	QTY	UNIT	UNIT COST	TOTAL
POLE LIGHT MODEL # AUCL2 UTILITY ARLINGTON SERIES LUMINAIRE FULL CUTOFF LED2 BY HOLOPHANE, POLE: 12' ARLEN 17 MODIFIED STRUCTURAL STRAIGHT FLUTED ALUMINUM POLE BY HAPCO. COLOR: BLACK. FOUNDATION TO BE 18" DIA X 30" CONCRETE FOUNDATION W/ 3" ABOVE FINISHED GRADE. TOP EDGE TO RECEIVE 3/4" X 45 DEG RADIUS. PROVIDE FOUNDATION WITH ANCHOR BOLTS SUPPLIED WITH LAMP POST AND ENCASED CONDUIT AS REQUIRED.	6	EA	\$ 4,500.00	\$ 27,000.00
UPLIGHT LFLED5YB BY RAB LIGHTING, COLOR: BLACK	15	EA	\$ 590.00	\$ 8,850.00
UNDERWATER ACCENT UPLIGHT	6	EA	\$ 450.00	\$ 2,700.00
CAP LIGHT, 12V INTEGRATED LED HARDSCAPE LIGHT BY KICHLER, LENGTH: 6". TEMPERATURE: 3000K. COLOR: TEXTURED SAND	26	EA	\$ 295.00	\$ 7,670.00
WALL NICHE LIGHT BEGA/US LIGHTING, MODEL 33.017, LAMP 3000K, FINISH: BRONZE	4	EA	\$ 1,100.00	\$ 4,400.00
ELECTRICAL OUTLET, WATERPROOF DUPLEX GFI OUTLET	10	EA	\$ 450.00	\$ 4,500.00

LIGHTING SUB-TOTAL \$ 55,120.00

PROJECT SUB-TOTAL \$ 295,824.60

NOTE: Any discrepancies b/t plans & bid forms shall be reported to Landscape Architect upon discovery.

FOLEY DOWNTOWN IMPROVEMENTS 2022 TRAIL AREA

SECTION 004322 UNIT PRICES FORM

Prepared by WAS Design, Inc.

4/8/2022



MOBILIZATION				
DESCRIPTION		UNIT	UNIT COST	TOTAL
	MOBILIZATION	LS	\$ 12,000.00	\$ 12,000.00
MOBILIZATION SUB-TOTAL				\$ 12,000.00

DEMOLITION					
CODE	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL
D-101	REMOVE EXISTING VEGETATION, SOD, AND DEBRIS. DISPOSE OF MATERIALS APPROPRIATELY.	7,215	SF	TO BE COMPLETED BY CITY	
D-102	REMOVE EXISTING PAVERS AND BASE MATERIAL, DISPOSE OF MATERIALS APPROPRIATELY.	202	SF	TO BE COMPLETED BY CITY	
D-104	REMOVE EXISTING ASPHALT AND BASE MATERIAL, SAW CUT AT EDGE TO ENSURE CLEAN TRANSITION. DISPOSE OF MATERIALS APPROPRIATELY.	13,784	SF	TO BE COMPLETED BY CITY	
D-105	REMOVE EXISTING CURB & GUTTER, SAW CUT @ END TO ENSURE CLEAN TRANSITION.	830	LF	TO BE COMPLETED BY CITY	
D-103	REMOVE EXISTING CONCRETE AND BASE MATERIAL, SAW CUT AT EDGE TO ENSURE CLEAN TRANSITION. DISPOSE OF MATERIALS APPROPRIATELY.	2,922	SF	\$ 10.00	\$ 29,220.00
D-105	REMOVE EXISTING CURB & GUTTER, SAW CUT @ END TO ENSURE CLEAN TRANSITION.	15	LF	\$ 20.00	\$ 300.00
D-112	REMOVE EXISTING LIGHT POLES AND FOOTER, DISPOSE OF MATERIALS APPROPRIATELY. REMOVE EXISTING ELECTRICAL WIRING TO PROJECT LIMITS & CAP PER SPECS	3	EA	\$ 500.00	\$ 1,500.00
D-123	REMOVE & GRIND EXISTING STUMP	1	EA	\$ 2,500.00	\$ 2,500.00
		DEMOLITION SUB-TOTAL \$ 33,520.00			

EARTHWORK					
CODE	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL
	FILL & FINE GRADING	780	CY	\$ 20.00	\$ 15,600.00
		EARTHWORK SUB-TOTAL \$ 15,600.00			

HARDSCAPE					
04 MASONRY					
CODE	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL
04-01	SEAT WALL: BRICK VENEER W/ CAST STONE CAP	86	LF	\$ 150.00	\$ 12,900.00
04-02	COLUMN: BRICK VENEER W/ CAST STONE CAP	2	EA	\$ 3,500.00	\$ 7,000.00
04-03	COLUMN: BRICK VENEER W/CAST STONE CAP AND FINIAL	2	EA	\$ 3,500.00	\$ 7,000.00

32 EXTERIOR IMPROVEMENTS

CODE	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL
32-03	PAVER BANDING, CLAY BRICK PAVERS ON FLEXIBLE BASE, SAILOR COURSE AT PERIMETER OF PAVER AREAS. MITER INTERSECTIONS AS SHOWN.	199	LF	\$ 45.00	\$ 8,955.00
32-05	UNIT PAVER FIELD, CLAY BRICK PAVERS ON FLEXIBLE BASE, HERRINGBONE PATTERN, DIRECTION OF HERRINGBONE "ARROWS" INDICATED EXPLICITLY IN HATCH PATTERN ON PLANS. REFER TO NOTES FOR PAVER SPECIFICATION.	1,000	SF	\$ 10.00	\$ 10,000.00
32-06	PAVER BANDING, CLAY BRICK PAVERS ON FLEXIBLE BASE, THREE BRICK BAND TWO SAILOR COURSE WITH A CENTER ROW LOCK	33	LF	\$ 45.00	\$ 1,485.00
32-07	CONCRETE PAVING, 5" THK., RE: SPECS.	3,808	SF	\$ 8.00	\$ 30,464.00
32-11	CONCRETE CURB & 18" GUTTER	112	LF	\$ 35.00	\$ 3,920.00
32-12	FENCE, WOODEN SPLIT RAIL FENCE TO MATCH EXISTING ROSE TRAIL FENCE. RE: DETL 4/LH500.T	190	LF	\$ 50.00	\$ 9,500.00
32-15	PAVER BANDING, CLAY BRICK PAVERS ON FLEXIBLE BASE, DOUBLE SAILOR BAND	58	LF	\$ 45.00	\$ 2,610.00
32-16	TACTILE WARNING STRIP, 24" X 60", INSTALL PER MANUFACTURER'S RECOMMENDATIONS AND ADA GUIDELINES.	5	EA	\$ 250.00	\$ 1,250.00
32-17	ADA PAVERS, BELDEN CITY LINE ADA PAVERS, COLOR REGIMENTAL RED, ON FLEXIBLE BASE, PATTERN: AS SHOWN.	27	SF	\$ 50.00	\$ 1,350.00
32-18	DOUBLE CURB & 18" GUTTER	29	LF	\$ 50.00	\$ 1,450.00
32-19	DIAMOND PLATE, DOUBLE CURB W/ DIAMOND PLATE	1	EA	\$ 500.00	\$ 500.00
32-20	RETURN CURB	64	LF	\$ 35.00	\$ 2,240.00
32-21	STRIPING, PER ADA STANDARDS	2	EA	\$ 500.00	\$ 1,000.00
32-22	CONCRETE, BENCH UNDERSLAB	48	SF	\$ 12.00	\$ 576.00

HARDSCAPE SUB-TOTAL \$ 75,300.00

FURNITURE

CODE	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL
S-101	BENCH, LAMPLIGHTER BENCH WITH BACK BY KEYSTONE RIDGE DESIGNS, MODEL #L26, COLOR: GLOSS BLACK. CAST ON NAME PLATE: CITY OF FOLEY. RE: SPEC SHEET ON LM501	6	EA	\$ 2,600.00	\$ 15,600.00
S-102	TRASH RECEPTACLE, MIDTOWN LITTER RECEPTACLE BY KEYSTONE RIDGE DESIGNS, MODEL # MT3-32, 32 GAL, ELEVATED LEGS, ELEVATED LID, COLOR: GLOSS BLACK. RE: SPEC SHEET ON LM501	1	EA	\$ 1,800.00	\$ 1,800.00
S-103	BIKE RACK, METRO 5-LOOP BIKE RACK WITH 7-BIKE CAPACITY, POWDER COATED FINISH AND SURFACE MOUNT, MODEL # LBR7PSURF BY ANOVA. COLOR: BLACK. C/W STAINLESS STEEL EXPANSION BOLTS	1	EA	\$ 1,100.00	\$ 1,100.00

FURNITURE SUB-TOTAL \$ 18,500.00

LANDSCAPE

TREES & PALMS

CODE	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL
LN	LAGERSTROEMIA INDICA `NATCHEZ` / `NATCHEZ` CRAPE MYRTLE	7	EA	\$ 400.00	\$ 2,800.00
MB	MAGNOLIA GRANDIFLORA `BRACKENS BROWN` / BRACKEN`S SOUTHERN MAGNOLIA	3	EA	\$ 250.00	\$ 750.00
QV	QUERCUS VIRGINIANA / SOUTHERN LIVE OAK	7	EA	\$ 400.00	\$ 2,800.00

SHRUBS

CODE	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL
AC	RHODODENDRON ROBLED / AUTUMN CHIFFON ENCORE	131	EA	\$ 24.00	\$ 3,144.00
RO	ROSA `RADRAZZ` PP11836 / KNOCK OUT ROSE	88	EA	\$ 24.00	\$ 2,112.00
MS	MISCANTHUS SINENSIS `ADAGIO` / ADAGIO MAIDEN GRASS	95	EA	\$ 20.00	\$ 1,900.00
MC	MUHLENBERGIA CAPILLARIS / PINK MUHLY	60	EA	\$ 20.00	\$ 1,200.00

GROUND COVERS

CODE	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL
DS	DIANELLA TASMANICA `VARIEGATA` / VARIEGATED FLAX LILY	83	EA	\$ 10.00	\$ 830.00
LB	LIRIOPE MUSCARI `BIG BLUE` / BIG BLUE LILYTURF	142	EA	\$ 8.00	\$ 1,136.00
RN	ROSA X `NOVAROSPOP` TM / POPCORN DRIFT GROUND COVER ROSE	129	EA	\$ 25.00	\$ 3,225.00
SC	SEASONAL COLOR	392	EA	\$ 7.00	\$ 2,744.00

SOD

CODE	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL
EO	EREMOCHLOA OPHIUROIDES / CENTIPEDEGRASS	13,707	SF	\$ 1.16	\$ 15,713.05

LANDSCAPE SUB-TOTAL \$ 38,404.05

IRRIGATION

MANUFACTURER / MODEL	QTY	UNIT	UNIT COST	TOTAL
Rain Bird R-1318 RD-1806-SAM-P45	48	EA	\$ 100.00	\$ 4,800.00
Rain Bird R-1724 RD-1806-SAM-P45	42	EA	\$ 100.00	\$ 4,200.00
MANUFACTURER / MODEL	QTY	UNIT	UNIT COST	TOTAL
Rain Bird XCZPGA-100-PRF 1"	3	EA	\$ 250.00	\$ 750.00
Rain Bird XFS-06-12	5166	SF	\$ 1.00	\$ 5,166.00

MANUFACTURER / MODEL	QTY	UNIT	UNIT COST	TOTAL
Rain Bird PCA 1"	3	EA	\$ 125 ⁰⁰	\$ 375 ⁰⁰
Rain Bird ESP8LXME	1	EA	\$ 1500 ⁰⁰	\$ 1500 ⁰⁰
Rain Bird RSD-BEX	1	EA	\$ 150 ⁰⁰	\$ 150 ⁰⁰
Irrigation Lateral Line: PVC Class 200 SDR 21 1"	1872	LF	\$ 1.20	\$ 2246.40
Irrigation Lateral Line: PVC Class 200 SDR 21 1 1/2"	153	LF	\$ 2.50	\$ 382.50
Irrigation Mainline: PVC Class 200 SDR 21 1 1/2"	354	LF	\$ 2.50	\$ 885.00
Pipe Sleeve: PVC Schedule 40 3"	175	LF	\$ 8.50	\$ 1487.50
Pipe Sleeve: PVC Schedule 40 4"	16	LF	\$ 9.00	\$ 144.00

IRRIGATION SUB-TOTAL \$ 22086.40

MANUFACTURER / MODEL	QTY	UNIT	UNIT COST	TOTAL
POLE LIGHT MODEL # AUC12 UTILITY ARLINGTON SERIES LUMINAIRE FULL CUTOFF LED2 BY HOLOPHANE, POLE: 12' ARLEN 17 MODIFIED STRUCTURAL STRAIGHT FLUTED ALUMINUM POLE BY HAPCO, COLOR: BLACK, FOUNDATION TO BE 18" DIA X 30" CONCRETE FOUNDATION W/ 3" ABOVE FINISHED GRADE. TOP EDGE TO RECEIVE 3/4" X 45 DEG RADIUS. PROVIDE FOUNDATION WITH ANCHOR BOLTS SUPPLIED WITH LAMP POST AND ENCASED CONDUIT AS REQUIRED.	7	EA	\$ 4675.00	\$ 32725.00
UPLIGHT LFLED5YB BY RAB LIGHTING, COLOR: BLACK	12	EA	\$ 1,950.00	\$ 23400.00
BOLLARD SIERRA B LED BOLLARD BY HESS; SB42B-LED-WW-UNV- D-39RB-BLK	12	EA	\$ 4,500.00	\$ 54000.00

LIGHTING SUB-TOTAL \$ 110,125.00

PROJECT SUB-TOTAL \$ 375,535.45

NOTE: Any discrepancies b/t plans & bid forms shall be reported to Landscape Architect upon discovery.

Company ID Number: 40133
Client Company ID Number: 689589

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS USING A E-VERIFY EMPLOYER AGENT

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS), **AVERY LANDSCAPING & ASSOC LLC** (Employer), and **Verify I-9, LLC** (E-Verify Employer Agent) regarding the Employer's and E-Verify Employer Agent's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), the Employer, and the E-Verify Employer Agent. References to the Employer include the E-Verify Employer Agent when acting on behalf of the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts or to verify the entire workforce if the contractor so chooses.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor with the FAR E-Verify clause") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer (through the E-Verify Employer Agent) with available information that will allow the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide the Employer and E-Verify Employer Agent appropriate assistance with operational problems that may arise during the Employer's participation in E-Verify. SSA agrees to provide the E-Verify Employer Agent with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.

Company ID Number: 40133
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3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.
5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and non-citizens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF DHS

1. After SSA verifies the accuracy of SSA records for employees through E-Verify, DHS agrees to provide the Employer (through the E-Verify Employer Agent) access to selected data from DHS's database to enable the Employer (through the E-Verify Employer Agent) to conduct, to the extent authorized by this MOU:
 - Automated verification checks on employees by electronic means, and
 - Photo verification checks (when available) on employees.
2. DHS agrees to provide to the Employer and E-Verify Employer Agent appropriate assistance with operational problems that may arise during the Employer's participation in E-Verify. DHS agrees to provide the E-Verify Employer Agent names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to make available to the Employer (through the E-Verify Employer Agent), at the E-Verify Web site and on the E-Verify Web browser, instructional materials on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.
4. DHS agrees to provide to the Employer (through the E-Verify Employer Agent) a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer (through the E-Verify Employer Agent) anti-discrimination

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notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS agrees to issue the E-Verify Employer Agent a user identification number and password that will be used exclusively by the E-Verify Employer Agent, on behalf of the Employer, to verify information provided by employees with DHS's databases.
6. DHS agrees to safeguard the information provided to DHS by the Employer (through the E-Verify Employer Agent), and to limit access to such information to individuals responsible for the verification of employees' employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.
7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government workdays of the initial inquiry.
8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS (through the E-Verify Employer Agent) in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.
3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the E-Verify Employer Agent.
4. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish

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identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 1-888-464-4218.

- If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The photocopy must be of sufficient quality to allow for verification of the photo and written information. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.
5. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 4 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in good faith compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 and E-Verify system compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.
 6. The Employer agrees to initiate E-Verify verification procedures (through the E-Verify Employer Agent), for new employees within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual, or in the case of Federal contractors with the FAR E-Verify clause, the E-Verify User Manual for Federal Contractors. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. Employers may initiate verification, through the E-Verify Employer Agent, by notating the Form I-9 in circumstances where the

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employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer (through the E-Verify Employer Agent) performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

7. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify (through its E-Verify Employer Agent) for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer uses the E-Verify system for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.
8. The Employer (through its E-Verify Employer Agent) agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees in private of the finding and providing them written notice of the findings, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.
9. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work, or otherwise mistreating an employee) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final

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nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

10. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA, as applicable, by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).
11. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
12. The Employer agrees that it will use the information it receives from SSA or DHS (through the E-Verify Employer Agent) pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.
13. The Employer acknowledges that the information which it receives through the E-Verify Employer Agent from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.
14. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

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D. RESPONSIBILITIES OF FEDERAL CONTRACTORS WITH THE FAR E-VERIFY CLAUSE

1. The Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any existing employee assigned to the contract and all new hires, as discussed in the Supplemental Guide for Federal Contractors. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.
 - a. Federal contractors with the FAR E-Verify clause agree to become familiar with and comply with the most recent versions of the E-Verify User Manual for Federal Contractors and the E-Verify Supplemental Guide for Federal Contractors.
 - b. Federal contractors with the FAR E-Verify clause agree to complete a tutorial for Federal contractors with the FAR E-Verify clause.
 - c. Federal contractors with the FAR E-Verify clause not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor with the FAR E-Verify clause in E-Verify within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States, whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor with the FAR E-Verify clause, the Employer must initiate verification of employees assigned to the contract within 90 calendar days from the time of enrollment in the system and then selecting which employees will be verified in E-Verify or within 30 days of an employee's assignment to the contract, whichever date is later.
 - d. Employer that are already enrolled in E-Verify at the time of a contract award but are not enrolled in the system as a Federal contractor with the FAR E-Verify clause: Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. Employers enrolled in E-Verify as other than a Federal contractor with the FAR E-Verify clause, must update E-Verify to indicate that they are a Federal contractor with the FAR E-Verify clause within 30 days after assignment to the contract. If the Employer is enrolled in E-Verify for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days

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after the date of hire. An Employer enrolled as a Federal contractor with the FAR E-Verify clause in E-Verify must initiate verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

- e. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors with the FAR E-Verify clause that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors with the FAR E-Verify clause may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II, part D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local, tribal governments, and sureties.
- f. Verification of all employees: Upon enrollment, Employers who are Federal contractors with the FAR E-Verify clause may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only new employees and those existing employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.
- g. Form I-9 procedures for existing employees of Federal contractors with the FAR E-Verify clause: Federal contractors with the FAR E-Verify clause (through their E-Verify Employer Agent) may choose to complete new Forms I-9 for all existing employees other than those that are completely exempt from this process. Federal contractors with the FAR E-Verify clause may also update previously completed Forms I-9 to initiate E-Verify verification of existing employees who are not completely exempt as long as that Form I-9 is complete (including the SSN), complies with Article II.C.4, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.4, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.4, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.4, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent

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to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.4, subject to any additional or superseding instructions that may be provided on this subject in the Supplemental Guide for Federal Contractors. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor with the FAR E-Verify clause.

2. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

E. RESPONSIBILITIES OF THE E-VERIFY EMPLOYER AGENT

1. The E-Verify Employer Agent agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the E-Verify Employer Agent representatives who will be accessing information under E-Verify.
2. The E-Verify Employer Agent agrees to become familiar with and comply with the E-Verify User Manual and provide a copy of the manual to the Employer so that the Employer can become familiar with and comply with E-Verify policy and procedures.
3. The E-Verify Employer Agent agrees that any E-Verify Employer Agent Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.
 - a. The E-Verify Employer Agent agrees that all E-Verify Employer Agent representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors if the Employer is a Federal contractor.
 - b. Failure to complete a refresher tutorial will prevent the E-Verify Employer Agent and Employer from continued use of the program.
4. The E-Verify Employer Agent agrees to obtain the necessary equipment to utilize E-Verify.
5. The E-Verify Employer Agent agrees to provide the Employer with the notices described in Article II.B.4 above.
6. The E-Verify Employer Agent agrees to initiate E-Verify procedures on behalf of the Employer in accordance with the E-Verify Manual and E-Verify Web-Based Tutorial. The E-Verify Employer Agent will query the automated system using information provided by the Employer and will immediately communicate the response back to the Employer. If the automated system to be queried is temporarily unavailable, the 3-day

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time period is extended until it is again operational in order to accommodate the E-Verify Employer Agent's attempting, in good faith, to make inquiries on behalf of the Employer during the period of unavailability. In all cases, the E-Verify Employer Agent will use the SSA verification procedures first, and will use DHS verification procedures only as directed by the SSA verification response.

7. The E-Verify Employer Agent agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer (through the E-Verify Employer Agent), will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.
3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer (through the E-Verify Employer Agent) within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.
4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO DHS

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1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.
5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer (or the E-Verify Employer Agent) will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:
 - Scanning and uploading the document, or
 - Sending a photocopy of the document by and express mail account (paid for at employer expense).
7. If the Employer (through the E-Verify Employer Agent) determines that there is a photo non-match when comparing the photocopied List B document described in Article II.C.4 with the image generated in E-Verify, the Employer (through the E-Verify Employer Agent) must forward the employee's documentation to DHS using one of the means described in the preceding paragraph, and allow DHS to resolve the case.

ARTICLE IV

SERVICE PROVISIONS

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The SSA and DHS will not charge the Employer or the E-Verify Employer Agent for verification services performed under this MOU. DHS is not responsible for providing the equipment needed to make inquiries. A personal computer with Internet access is needed to access the E-Verify System.

ARTICLE V

PARTIES

- A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual, the E-Verify User Manual for Federal Contractors, or the E-Verify Supplemental Guide for Federal Contractors. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials. An Employer that is a Federal contractor with the FAR E-Verify clause may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor with the FAR E-Verify clause must provide written notice to DHS. If an Employer that is a Federal contractor with the FAR E-Verify clause fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to participants that are not Federal contractors with the FAR E-Verify clause, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
- B. Notwithstanding Article V, part A of this MOU, DHS may terminate access to E-Verify if it is deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the E-Verify Employer Agent or the Employer, or a failure on the part of either to comply with established procedures or legal requirements. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, termination of this MOU by any party for any reason may negatively affect the Employer's performance of its contractual responsibilities.
- C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the E-Verify Employer Agent, the Employer, or their agents, officers, or employees.

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- E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the E-Verify Employer Agent or the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the E-Verify Employer Agent or the Employer.
- F. Participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).
- G. The foregoing constitutes the full agreement on this subject between DHS, the Employer and the E-Verify Employer Agent.

AVERY LANDSCAPING & ASSOC LLC (Employer) hereby designates and appoints **Verify I-9, LLC** (E-Verify Employer Agent), including its officers and employees, as the E-Verify Employer Agent for the purpose of carrying out **AVERY LANDSCAPING & ASSOC LLC** (Employer) responsibilities under the MOU between the Employer, the E-Verify Employer Agent, and DHS.



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The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the E-Verify Employer Agent and DHS respectively.

If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

Employer **AVERY LANDSCAPING & ASSOC LLC**

Heath Avery

Name (Please Type or Print)

Owner

Title

03/29/2022

Date

Signature

E-Verify Employer Agent **Verify I-9, LLC**

Robert L Griggs

Name (Please Type or Print)

Title

07/07/2013

Date

Electronically Signed

Signature

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

07/03/2013

Date

Electronically Signed

Signature

**Information Required
For the E-Verify E-Verify Employer Agent Program**

Information relating to your Company:

Company Name: AVERY LANDSCAPING & ASSOC LLC



Company ID Number: 40133
Client Company ID Number: 689589

Company Facility Address: 100 ARROW DRIVE
HAMILTON, AL 35570

County or Parish: MARION

Employer Identification
Number: 262462276

North American Industry
Classification Systems
Code: 561

Administrator:

Number of Employees: 1 to 4